

RESEARCH SERVICE AGREEMENT

THIS AGREEMENT, effective this 1st day of October, 2011 (hereinafter, the “Effective Date”) is made between The City of Frisco, Texas, a Texas home rule municipal corporation (“Sponsor”) and **The University of Texas at Dallas** (“UTD”), located at 800 W. Campbell Road, Richardson, TX 75080, a component institution of The University of Texas System (“System”) and institution of higher education established under the laws of the State of Texas.

UTD and Sponsor hereby agree as follows:

I. Scope of Work.

UTD will perform the services, through its Institute for Urban Policy Research under the direction of Dr. John Worrall (“Principal Investigator”), as stated in Attachment A, attached hereto and incorporated herein by this reference (hereinafter, the “Work”).

II. Period of Performance.

The period of performance of this Agreement shall be for the period of Effective Date through September 30, 2013, unless terminated by either party as provided in Section VII, or is extended in writing under mutually agreeable terms.

III. Performance Obligations.

- 3.1 UTD represents and certifies that: (i) the Work will be performed solely by UTD, its full-time or part-time employees during the course of their employment, or independent contractors who have assigned in writing all right, title and interest in their work to UTD for the benefit of UTD; (ii) UTD will receive free, good and clear title to all Work developed under this Agreement; (iii) the Work and any intellectual property rights protecting the Work are free and clear of all encumbrances, including security interests, licenses, liens, charges or other restrictions; (iv) the Work will not infringe upon or violate any patent, copyright, trade secret, trademark, service mark or other property right of any former employer, independent contractor, client or other third party; and (v) the use, reproduction, distribution, or modification of the Work will not violate the rights of any third parties in the Work, including trade secret, publicity, privacy, copyright, trademark, service mark and patent rights.
- 3.2 If this Agreement requires either party’s presence on the other party’s premises or in the other party’s facilities, both parties agree that each will cause its employees, representatives, agents or subcontractors to become aware of, fully informed about and in full compliance with all applicable rules and policies, including those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking and access restrictions.

IV. **Consideration and Payment.**

- 4.1 It is estimated that the total cost to Sponsor for the Work, including all direct and indirect costs shall not exceed \$59,316.00 for the period of this Agreement. This amount includes all applicable federal, state or local sales or use taxes payable as a result of the execution or performance of this Agreement. UTD, an agency of the State of Texas, is exempt from Texas Sales & Use tax on the Work in accordance with Section 151.309, *Texas Tax Code*, and Title 34 *Texas Administrative Code* (“TAC”) Section 3.322.
- 4.2 UTD will invoice Sponsor on the payment schedule shown in **Attachment B**, attached hereto and incorporated herein by this reference. Payment is due within thirty (30) days of receipt of invoice. Invoices are to be submitted to Sponsor at the following address:

City of Frisco
Attn.: Tonia Cunningham
7200 Stonebrook Pkwy.
Frisco, Texas 75034

Remittance payments shall be made payable to The University of Texas at Dallas and submitted to:

The University of Texas at Dallas
Accounts Payable
800 West Campbell Road, Mail Station AD34
Richardson, Texas 75080
Email: accountspayable@utdallas.edu
OSP ID number: 120210
PI Name: Dr. John Worrall, EPPS

Standard terms are Net 30 days from receipt of invoice or goods/services whichever comes later.

- 4.3 If applicable, the Principal Investigator may transfer funds within the budget as needed without Sponsor's approval so long as the Work remains unchanged. It is understood that any unexpended funds remaining at the conclusion of the Agreement shall be retained by UTD.

V. **Key Personnel.**

- 5.1 The following individual is considered to be essential to the work performed under this Agreement:

Dr. John Worrall

The University of Texas at Dallas
800 W. Campbell Rd, Economic Policy and Political Science
Richardson, TX 75080
Phone: (972) 883-4893
Email: worrall@utdallas.edu

- 5.2 Substitutions for the Principal Investigator or a substantial decrease in his percent effort dedicated to this Agreement shall not be made without prior written approval of Sponsor.
- 5.3 The Principal Investigator shall have overall responsibility for the direction of the work to be performed under this Agreement. The Principal Investigator, however, is not authorized to amend or alter this Agreement. Such amendments or alterations must be approved by the written agreement of the parties hereto.

V. **Ownership and Use of Work.**

- 5.1 Title to all instruments used by UTD for the Work shall reside in UTD; title to all results of analysis shall reside in Sponsor.
- 5.2 The grant of rights to Sponsor in this Section 5 is subject to the rights retained by UTD to:
 - i. Publish or otherwise publicly disclose, subject to the provisions of Section 6, information resulting from the Work; and
 - ii. Use information, including inventions and discoveries solely or jointly owned by UTD resulting from the Work, for research and education purposes.
- 5.3 Under UTD policy, UTD investigators own copyright in their scholarly works. Scholarly works resulting from the Work are not subject to the terms of this Section 5.

VI. **Publication and Confidentiality.**

- 6.1 Both parties reserve the right to publish or otherwise make public the data resulting from the Work. The party so wishing to publish or make public shall submit any manuscript or release to the other party for comment thirty (30) days prior to publication or release.
- 6.2 Except as otherwise required by law or regulation, neither party shall release or distribute any materials or information containing the name of the other party or of any of its employees without prior written approval by an authorized representative of the non-releasing party, which approval shall not be unreasonably withheld.

- 6.3 The parties may wish to disclose confidential information to each other in connection with the Work ("Confidential Information"). Each party will use reasonable efforts to prevent the disclosure of the other party's Confidential Information to third parties for a period of three (3) years from receipt, provided that the recipient party's obligation shall not apply to that information that:
- i. is not disclosed in writing or reduced to writing and marked with an appropriate confidentiality legend within thirty (30) days after disclosure;
 - ii. is already in the recipient party's possession at the time of disclosure;
 - iii. is or later becomes part of the public domain through no fault of the recipient party;
 - iv. is received from a third party having no obligations of confidentiality to the disclosing party;
 - v. is independently developed by the recipient party; or
 - vi. is required by law or regulation to be disclosed. In the event that Confidential Information is required to be disclosed pursuant to this subsection, and to the extent authorized by law, the party required to make disclosure shall notify the other to allow that party to assert whatever exclusions or exemptions may be available to it under such law or regulation. Such disclosure shall be limited to only that portion of the Confidential Information which is legally required to be disclosed.
- 6.4 Nothing herein shall prevent UTD or any other component of The University of Texas System from using any information generated hereunder for ordinary research and educational purposes.

VII. **Termination.**

- 7.1 This Agreement may be terminated by the written agreement of both parties.
- 7.2 In the event that either party shall be in default of its material obligations under this Agreement and shall fail to remedy such default within sixty (60) days after receipt of written notice thereof, this Agreement shall terminate upon expiration of the sixty (60) day period.
- 7.3 Termination or cancellation of this Agreement shall not affect the rights and obligations of the parties accrued prior to termination. Upon termination, Sponsor shall pay UTD for all reasonable expenses incurred or committed to be expended as of the effective termination date and shall pay UTD for same on receipt of final invoice.
- 7.4 In the event that the Agreement is terminated prior to the term of this Agreement, Sponsor acknowledges that UTD may not be able to provide the Deliverables described in Attachment A. In that event, UTD may only return to Sponsor funds that are unencumbered at the time of the termination.

VIII. **Notices.**

Any notices given under this Agreement shall be in writing and delivered by first class mail, addressed to the parties as follows:

For UTD:

The University of Texas at Dallas
Attn: Dina Caplinger
Office of Sponsored Projects
800 W. Campbell Road, AD15
Richardson, TX 75080
Phone: (972) 883-2312
Fax: (972) 883-2310
Email: dina.caplinger@utdallas.edu

For Sponsor:

City of Frisco
Attn.: Tonia Cunningham
7200 Stonebrook Pkwy.
Frisco, Texas 75034
Phone: (972) 292-6000
Fax: (972) 292-6071

IX. **Warranties.**

NEITHER PARTY MAKES ANY REPRESENTATION WITH RESPECT TO AND DOES NOT WARRANT ANY INFORMATION PROVIDED UNDER THIS AGREEMENT, BUT SHALL FURNISH SUCH IN GOOD FAITH. WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT TO THE INFORMATION WHICH MAY BE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM RECEIPT OR USE OF THE INFORMATION BY THE OTHER PARTY.

X. **Indemnification.**

UTD SHALL, TO THE EXTENT AUTHORIZED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, INDEMNIFY AND HOLD SPONSOR HARMLESS FROM LIABILITY RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF UTD, ITS AGENTS OR EMPLOYEES PERTAINING TO THE ACTIVITIES TO BE CARRIED OUT PURSUANT TO THE OBLIGATIONS OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT UTD WILL NOT HOLD

SPONSOR HARMLESS FROM CLAIMS ARISING OUT OF THE NEGLIGENCE OR WILLFUL MALFEASANCE OF SPONSOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR ANY PERSON OR ENTITY NOT SUBJECT TO UTD'S SUPERVISION OR CONTROL.

XI. Export Control.

Sponsor and UTD agree to comply with all Export Control Laws and Regulations identified in the Arms Control Act, the Export Administration Regulations ("EAR"), the International Traffic in Arms Regulations ("ITAR") and to the exceptions thereunder, such as the "fundamental research" exception in Part 734 of Title 15 of the U.S. Code of Federal Regulations ("Export Laws"). By signing this Agreement, UTD certifies that research conducted by UTD shall be conducted as fundamental research. Sponsor agrees not to transmit Export Controlled Information to UTD under this Agreement.

XII. Miscellaneous.

- 12.1 For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, Sponsor is an independent contractor and is not a state employee, partner, joint venture, or agent of UTD. Sponsor will not bind nor attempt to bind UTD to any agreement or contract. As an independent contractor, Sponsor is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including workers' compensation insurance.
- 12.2 This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that subject to the approval of UTD, which may not be unreasonably withheld, Sponsor may assign this Agreement to any purchaser or transferee of all or substantially all of Sponsor's assets or stock upon prior written notice to UTD, and UTD may assign its right to receive payments hereunder.
- 12.3 If Sponsor is a corporation or a limited liability company, Sponsor warrants, represents, covenants and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Sponsor has been duly authorized to act for and bind Sponsor.
- 12.4 This Agreement constitutes the entire and only agreement between the parties relating to the Work, and all prior negotiations, representations, agreements and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.
- 12.5 The parties hereto are aware of the possibility that there are or could be

- 12.6 This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of Texas. Venue for any action as a result of this agreement shall be in Collin County, Texas.
- 12.7. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together constitute one and the same Agreement. In the event that any signature page is delivered by facsimile transmission or by email delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

12.8 By entering into this Agreement, neither party waives their sovereign immunity.

IN WITNESS WHEREOF, the parties hereto enter into this Agreement as of the Effective Date.

THE UNIVERSITY OF TEXAS AT DALLAS

Rafael Martín
Associate Vice President for Research

CITY OF FRISCO, TEXAS

Name: _____ Date _____
 Title: ATTACHMENT A

ATTACHMENT A
Statement of Work
(Statement of Work to follow)

Statement of Work

The City of Frisco, Texas (hereinafter, Frisco), through its Police Department, desires evaluation services related to its federally-funded Citizen Contact Patrol Program (the Program), and desires to procure those services from the University of Texas at Dallas (the University) through its Institute for Urban Policy Research (the Institute). This statement of work outlines the specific work to be done in providing said evaluation services.

The University agrees to provide an outcome evaluation of the Program through, generally, the use of a pre-test / post-test design with both quantitative and qualitative elements. Specific services are outlined as follows.

1. The University will provide a quantitative analysis of resident perceptions of safety and crime in the program's target neighborhood. Specifically, the University will:
 - a. Develop a brief survey instrument, in both the English and Spanish languages, based on elements contained in other nationally recognized crime perception surveys;
 - b. Working with program staff, develop a sampling strategy that maximizes target neighborhood resident opportunity to participate, and deploy the sample according to said strategy at three time points throughout the grant period developed with the program staff;
 - c. Ensure that all instruments developed, their administration, and the data secured therein are treated in accordance with all established protocols for the protection of human subjects;
 - d. Analyze the data secured at baseline to identify any key patterns or concerns identified by respondents and report on said analysis within 45 days of finalizing data collection; and,
 - e. Analyze the data secured at subsequent points in time to identify any key patterns or concerns identified by the respondents and compare the data secured to that collected at baseline to identify any significant changes or trends, and report on said analysis within 45 days of finalizing data collection.
2. The University will provide a qualitative analysis of resident perceptions of safety and crime in the program's target neighborhood. Specifically, the University will:
 - a. Develop a focus group protocol designed to elicit information from participants regarding their perceptions of crime and safety;

- b. Work with program staff to develop a recruitment strategy to maximize participation and representation of residents;
 - c. Administer three (3) waves of focus group data collection, each consisting of three (3) focus groups of no more than ten (10) participants each – two (2) led by a facilitator fluent in English and one (1) led by a facilitator fluent in Spanish;
 - d. Ensure that all protocols developed, their administration, and the data secured therein are treated in accordance with all established protocols for the protection of human subjects;
 - e. Analyze the data secured at baseline to identify any key patterns or concerns identified by respondents and report on said analysis within 45 days of finalizing data collection; and,
 - f. Analyze the data secured at subsequent points in time to identify any key patterns or concerns identified by the respondents and compare the data secured to that collected at baseline to identify any significant changes or trends, and report on said analysis within 45 days of finalizing data collection.
3. The University will provide a final report analyzing the change in respondent attitudes between the baseline data collection and the end of the program period.

Proposed Timeline

Note: The following timeline assumes a contract start date of October 1, 2011.

Milestone	Date
Conduct the baseline survey data collection and focus group collection	November 18, 2011
Provide a report detailing analysis of baseline data	December 31, 2011
Conduct the mid-term survey data collection and focus group collection	September 12, 2012
Provide a mid-term report detailing analysis of mid-term data and comparison to baseline data	October 31, 2012
Conduct the program end survey data collection and focus group collection	July 12, 2013
Provide final program outcome evaluation report	August 30, 2013

ATTACHMENT B BUDGET AND PAYMENT SCHEDULE

Budget Narrative:

A. Personnel

Projected costs based on funding (1) New Hire Police Officer at Year One Step 0 and Year Two Step 2 salary of **\$108,630.00** and a part-time relief Officer at 50% Step 0 Year One and 50% Step 2 Year Two for **\$ 54,315.00**, a total of **\$162,945.00** to operate the program for two years.

B. Fringe Benefits

The City of Frisco Fringe Benefit package is 41.65% (or **\$45,244.00**) of the full time staff position salary and **\$22,622.00** for the part-time position, a total of **\$67,866.00** for the two year grant period.

C. Travel

As required by this grant, estimated cost for two staff and two researchers to attend one 2-day meeting in the Washington, D.C. area which will require a one day of travel to the meeting, hotel, rental car, per diem and one day return from the meeting (4 days@**\$3,760.00**). The costs include two 2 day regional meetings and only reflect per diem (**\$35.00** per day) for four attendees (**\$560.00**) for a total of **\$4,320.00**.

D. Equipment N/A

E. Supplies N/A

F. Construction N/A

G. Consultants/Contracts

The principal researcher is a professor at the University of Texas at Dallas (UTD). He has a 9 month teaching contract (Summers off) at the University. His annual salary is \$103,550.00. He will dedicate 1.5 months each year (Summer months) to assembling his research. A total of 3 months during the 2 year grant period. Using his approximate monthly rate of \$11,500.00 equals \$34,500.00 for two years.

The assistant will dedicate 24 months to the project as part of a graduate student study program to gather data. The University pays them a flat \$600.00 per month for a total of \$14,400.00 over the entire 2 year grant period.

Travel to and from the sites, computer time and consumable office materials over the two years is \$3,592.00.

The University utilizes an approved 13% indirect cost calculation for research.

H. Other N/A

I. Indirect Costs N/A

Budget Detail Worksheet:

A. Personnel

Step 0 Police Officer 100% Yr. One \$53,244.00 Yr. Two Step 2 \$55,386.00	\$108,630.00
Step 0 Police Officer 50% Yr. One \$26,622.00 Yr. Two Step 2 \$27,693.00	\$ 54,315.00
Total:	\$162,945.00

B. Fringe Benefits 41.65% of gross salary

100% Step 0 Year One \$22,176.00 Year Two \$23,068.00	\$ 45,244.00
50% Step 0 Year One \$11,088.00 Year Two \$11,534.00	\$ 22,622.00

Total: \$ 67,866.00

	Social Security	6.20%
	Medicare	1.45%
(Varies with plan selected-use minimum)	Health Insurance	11.20%
(Varies with plan selected-use minimum)	Life Insurance	.00%
	Vacation	5.80%
	Sick Leave	4.60%
	Retirement	11.60%
	Unemployment Ins	.50%
	Disability Insurance	.30%
	Total:	41.65%

C. Travel for two team members and two research partners to Washington D.C.:

Purpose	Location	Item	Computation	Cost
DOJ meeting	Washington D.C.	(4) staff	Airline \$2000, Hotel \$800	
Applicant Policy	Car	\$400 and Per Diem \$560		\$3,760.00
DOJ meetings	2 day Regional(X2)	(4) staff 16 staff days X \$35 Per Diem		\$560.00
Applicant Policy				
			Total:	\$4,320.00

D. Equipment 0.00

E. Supplies 0.00

F. Consultants/Contracts Year One \$29,658.00 Year Two \$29,658.00 **\$59,316.00**

Researcher:	\$103,550 /9 months X 3=	\$34,500.00
Assistant:	\$600 X 24 months=	\$14,400.00
Travel and materials		\$3,592.00
	Sub-Total	\$52,492.00
13% indirect cost calculation for research		\$6,824.00
	Total	\$59,316.00

G. Other Costs 0.00

H. Indirect Costs 0.00

TOTAL PROJECT COSTS : \$294,447.00

Federal Request \$294.447.00

Non-Federal 0.00